



School of Planning and Architecture *Deemed to be a University*

4 & 6, Block – B, Indraprastha Estate, New Delhi – 110 002.

NOTICE INVITING TENDER

Items rate tenders are invited on behalf of the Director, SPA from approved and eligible registered contractors of CPWD, MES, DDA and any other Government Office for the work **“Shifting and modification of 2 No, LT Panel board (415 Volt, 50Hz, 3 Phase 4 Wire supply system) LT Cables of size from 2x25 sqm & up to 3.5x300 sqm with allied works at Maharani Bagh Complex of SPA Complex.”**

1. The work is estimated to cost **Rs. 2,18,938/-** only, this estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful tenderer on prescribed Form. Tenderer shall quote his rates as per various terms and conditions of the said form which form part of the agreement.
3. The time allowed for carrying out the work will be **ONE MONTH** from the date of written orders to commence the work or from the first date of handing over of the site, whichever is later.
4. The site for the work shall be made available in parts. The site for the work shall be made available in parts. The contractor should inspect the site before quoted the rates and it will be sole responsibility of the contractor and the making safety arrangement of the incumbents of the school and the labour.
5. Tender documents may be downloaded from the website of the School. The last date for submission the tender documents is **24.08.2015. upto 01.00 p.m.** The contractor are required to go through the Terms and Conditions before submitting their rates, and give true detail at Annexure-I. **The cost of the Tender document is Rs.500/- (Rupees five hundred only) (Non-refundable), the Earnest Money Deposit (EMD) amounting to Rs. 5,473/- (Rupees five thousand four hundred & seventy three only)** are required to be enclosed in the form of Demand Drafts, drawn separately in favor of “School of Planning and Architecture” payable at New Delhi, failing which the Tender will be rejected. Interested Contractor may participate while opening the tender.
6. The tenderer must submit an Income-Tax clearance certificate, Pan No., DVAT,, Registration No. Along with tender.
7. Contactor should have Experience of having successful completed works during the last 7 year ending last day of the month previous to the one in which application are invited:
Three similar completed work costing not less than the amount equal to 40% of estimated cost put to tender. OR Two similar completed works, costing not less than the amount equal to 60% of the estimated cost put to tender. OR One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.

8. Tender should be submitted in two parts. **Part-I** will be “Technical Bid” and Part-II Financial Bid. Both to place in sealed envelope, with the name of work and due date written on the envelopes will be received by the **Assistant Engineer (Civil) PSM section up to 01:00 p.m. on 24.08.2015.**
9. The Competent Authority on behalf of the Director, SPA does not bind himself to accept the lowest or any other tender, and reserves right to reject any and all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
10. The tender for the works shall remain open for acceptance for a period of ninety days from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the department then the S.P.A. shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
11. The Notice Inviting Tender shall form a part of the contract documents. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:
This Notice Inviting Tender all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

-Sd-
(Er. Surinder Kumar)
Assistant Engineer (Civil)

SCHOOL OF PLANNING AND ARCHITECTURE

Percentage Rate Tender & Contract for works

1. Tender for the “**Shifting and modification of 2 No, LT Panel board (415 Volt, 50Hz, 3 Phase 4 Wire supply system) LT Cables of size from 2x25 sqm & up to 3.5x300 sqm with allied works at Maharani Bagh Complex of SPA Complex.**”

- i) To be submitted by **13.00 hours on 24.08.2015** to Office of the Purchase, Store and Maintenance Section of the School.
- (ii) To be opened in presence of tenderers who may be present at **15.00 hours on 24.08.2015** in the Committee Hall / Purchase, Store & Maintenance Section of the School.

Issued to: _____

(Name of the Contractor)

Signature of officer issuing the documents: _____

Designation: _____

Date of issue: _____

TENDER

We have read and examined the notice inviting tender, schedule of quantities. Specifications applicable, Drawings and Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions. Schedule of Rate and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I / We hereby tender for the execution of the work specified for the Director, SPA within the time specified and in

accordance in all respects with the specifications, designs, drawings and instructions and Direction in the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **NINTY (90) DAYS** from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of **Rs.5,473/-** is hereby forwarded in DD / Manager's Cheque issued by a Scheduled Bank as earnest money. If I / We, fail to commence the work specified I / We agree that the said Director, SPA or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

I / We hereby declare that I / We shall the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information / derived there from to any person to whom I We authorized to communicate the same or use the information in any manner prejudicial to the safety of the School.

I / We hereby agree that should I / We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Director of SPA and the same may at the option of the competent authority on behalf of the Director, SPA be recovered without prejudice to any other right or remedy available on behalf of the Director, SPA be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the even of deficiency out of way other money due to me/us under this contract or otherwise.

Dated:

Seal, Signature & Postal
Address of the
Contractor

Witness:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for

and on behalf of Director, SPA for a sum of Rs. _____ (*Rupees* _____
_____)

The letters referred to below shall form part of the contract agreement: –

- a)
- b)
- c)

For & on behalf of Director, SPA

Signature: _____

Designation: _____

Dated:

**Sign of Contractor
With Seal**

SCHOOL OF PLANNING AND ARCHITECTURE: NEW DELHI
4, Block – B, I.P. Estate, New Delhi – 110 002

Annexure – I

Name of work:- “Shifting and modification of 2 No, LT Panel board (415 Volt, 50Hz, 3 Phase 4 Wire supply system) LT Cables of size from 2x25 sqm & up to 3.5x300 sqm with allied works at Maharani Bagh Complex of SPA Complex.”

S. No.	Requirement	Compliance by Contractor
1	Name and address of the Contractor form / Company (as per the Certificate of Registration)	
2	Tender Cost. Give the details	D.D. No..... Dated..... Bank.....
3	EMD attached. Give the details	D.D. No..... Dated..... Bank.....
4	Registered Address of the Company/Firm with Telephone no., Fax, email ID:	
5	Mention Registration number with any CPWD, MES, DDA and any other Government Office for the work.	
6	Name and Contact number of the Proprietor / Directors/ Partners / Controlling Body:	
7	Service Tax Regn. No.	
8	Income Tax PAN No.	
9	DVAT NO.	

Icertified that the above information is correct to the best of my knowledge, the firm is willing to accept all the terms and conditions of the tender document and I am the Authorized to sign the tender document on behalf of the firm. I/we understand if any of the particulars is found incorrect, even at a later stage, my /our bid will be cancelled.

Signature
Name _____
Address of firm _____
Contact No. _____
Place.....
Date:-

Name of Work:- Shifting and modification of 2 No, LT Panel board (415 Volt, 50Hz, 3Phase 4Wire supply system) LT Cables of size from 2x25sqm & up to 3.5x300sqm with allied works at Maharani Bagh Complex of SPA complex.

S No.	Description of work	Unit	Qty.	Amt/QTY	Total Amt
1	Shifting of existing grouted LT Panel board at Maharani Bagh Complex, of front area surface of 3.3 sq mtr approximate fabricated in compartmentalized design having a al bus bar of 200 amp with heat shrinkable colored PVC sleeves and cable alley and bottom base channel of MS section to near adjoining area or wherever required in the premises after duly Dismantalling by disconnecting all the I/coming and O/going connected service cable from 2 core 10 dqmm and up to 3.5core 300 sqm from the installed HRC fuse unit/MCCB/TPN and earthing connection etc a very carefully avoiding damages to the cables and other switchgears as these are to be again re terminated as and where required the work includes required qty of cement and Badarpur and grouting bolts etc at the cost of the contractor.	EACH	2	6000	12000
2	Providing and fixing flowing rating and breaking capacity MCCB, mcb and other required accessories etc in the above new panel or in other existing cubical panel board, including drilling holes in cubical panel making connection etc as required to complete the work.				
A	Three poles MCCB, 320-400 Amp, 35 KA DN Series of (Make L&T, leg rand	EACH	2	22140	44280
B	Three poles MCCB, 125 Amp, 25KA of (Make L&T, leg rand Havells/Schneider)	EACH	4	3983	15932
C	Three poles MCCB, 63 Amp, 16KA of (Make L&T, leg rand Havells/Schneider)	EACH	20	3510	70200
D	Three phase Ammeter with ac aux. (Digital 96mm x 96mm flush type mounted 0-500A)	EACH	2	1750	3500
E	Three phase Voltmeter with ac aux. (Digital 96mm x 96mm flush type mounted 0-500 V)	EACH	2	1670	3340
F	Indicator Lamp (R,Y,B)	SET	2	100	200
G	SPREADER Terminal kit for 3 pole	SET	2	850	1700
H	Aluminium link to connect 3 pole 300 Amp mccb to bus bar of LT panel.	SET	2	800	1600
I	Alluminium link to connect 3 pole 63 ampto 100 Amp mccb to bus bar of LT panel.	SET	24	500	12000
3	Modification/ Refabrication of the existing cubical compartmentalized design LT 415 volt 3 phase 4 wire system distribution panel of having from surface area 3.3 sqmtr approximate, as required at site for fixing new MCCB of size from 63 amp to 400 amp as required at site work includes checking/ tighten of all nut and bolt of AL bus bar, and replacement of damaged heat shrinkable colored PVC sleeves and inculators etc (if any).	JOB	2	4000	8000
4	Termination of already dismantled LT cables of following size in existing panel wirk includes making cable end termination by crimping of pvc insulated cables including cost of lugs, glands, insulations tapes as required at.				
A	2 core 10 sqmm	NO.	2	136	272
B	4c x 25 sqmm	NO.	20	269	5380
C	3.5c x 35 sqmm	NO.	2	291	582
D	3.5c x 50 sqmm	NO.	2	327	654
E	3.5c x 300 sqmm	NO.	4	1003	4012
5	Supply and installation testing and commissioning of 3phase 4 wire electronic 300/5	NO.	1	6727	6727
6	Supply and fixing shock treatment chart duly mounted on wooden frame with 5 mm thick glass as required (Approx. area 1.2 sq. mtr.)	NO.	2	1000	2000

7	Supply laying and connecting earthing G.I. strip of size 25x5mm strip with the existing earthing strip at LT distribution board as required at site including accessories.	RM	5	142	710
8	Painting of following existing LT Panel board and energy meter box with standard ISI mark paint (minimum two coats) including dusting and cleaning. Work also including panel and energy meter complete as required at site.				
A	LT Panel board, 415 Volt 3 phase 4 wire supply system and adjoining cable tray approximate 8 mtrs in length.	NO.	2	2050	4100
B	Energy meter box.	NO.	2	500	1000
9	Providing and fixing M.V. danger plate notice plate of 200mm x 150 mm made of mild steel at least 2 mm thick and vitreous enameled white on both sides and with inscription in single red color on front side as required.	NO.	2	141	282
10	Providing rubber mat 1 mtr wide and 2 mtr in length 12 mm thick to withstand 15 kv dielectric strength as per IS -5425-1969.	NO.	4	2500	10000
11	Supplying layibg testing and commissioning pf following size of PVC sheathed PVC insulated aluminium conductor armoured cable 1.1 KV grade on wall or in existing cable tray/wall/hume pipe with fixing hardware etc as required. 3.5c x 240 sqmm Aluminium.	RM	9	1163	10467
				Total Amt.	218938

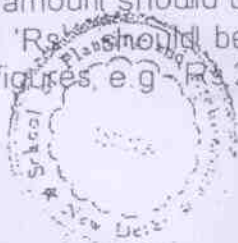
Terms & Conditions:-

1. The work shall be completed within **ONE MONTH** from the date of issue of work order otherwise 1% penalty per day up to a maximum of 10% shall be imposed on gross amount of bill.
2. 2% income tax will be deducted from the bill.
3. The work shall be carried out as per C.P.W.D. specification and entire satisfaction of Engineer-in-charge.
4. Vat will be deducted from the bill as per applicable.

SCHOOL OF PLANNING & ARCHITECTURE

GENERAL
INSTRUCTIONS

1. All work proposed for execution by contract will be notified in a form of invitation to tender
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorising him to do so, such power-of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. Tender shall have the name and number of the work to which contain any other conditions of any sort, will be liable to rejection. Tender shall have the name and number of the works to which they refer, written on the envelopes.
The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.
5. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
6. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
7. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.
8. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
9. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs 2 15P' and in case of words,



"Rupees" should precede and the word "Paise" should be written at the end. If the rate is in whole rupees and followed by the word "only" it should be written closely following the amount and it should not be written in the next line.

10. The contractor whose tender is accepted, will be required to furnish by way of security deposit for the fulfillment of his contract, an amount equal to 10% of the tendered value of the work subject to a maximum of Rs. Five Lakhs. The security deposit will be collected by deduction from the running bills and the earnest money deposit at the time of tender will be treated as a part of the security deposit.
11. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-charge.
12. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
13. The contractor shall give a list of SPA employees related to him.
14. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
15. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Registrar, SPA may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the said Act.

CONDITIONS OF CONTRACT

Definitions: 1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Director of SPA and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge/Architect and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

- i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- ii) The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work may be allotted or used for the purpose of carrying out the contract.

- 7
- iii) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company
 - iv) The Director means the Director of SPA and his successors.
 - v) The Engineer-in-charge means the Engineer Officer who shall supervise and be in-charge of the work
 - vi) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage to cover, all overheads and profits.
 - vii) Schedule(s) referred to in these conditions shall mean the relevant schedule(s)

- 3. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawing as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
- 4. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
- 5. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
- 6. Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 7. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall within 15 days from the stipulated date of start of the work sign the contract.
- 8. ~~Construction~~ ^{Contractor} will make his own arrangements for storage of materials brought to site to be used in work and shall be responsible for safe custody of the materials. SPA shall not be responsible ~~for any~~ ^{for any} damage/loss to the material on any account whatsoever and no claim on this account shall be entertained.



CLAUSES OF CONTRACT

CLAUSE 1 covery of urity Deposit

The person/persons whose tender(s) may be accepted (here in after called the contractor) shall permit SPA at the time of making any payment to him for work done under the contract to deduct a some at the rate of 10% of the gross amount of each running bill till the sum alongwith the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work subject to a maximum of Rs 5,00,000/-

CLAUSE 2 ompensation For Delay

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as the Director (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/week (as applicable) that the progress remains below that specified in Clause 4 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

- i) Completion period(as originally stipulated)
Not exceeding 3 months @1% per day.
- ii) Completion period(as originally stipulated)
exceeding 3 months @1%per week.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with S.P.A.

CLAUSE 3 When Contract Can be Determined

Subject to other provisions contained in this clause the Director may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any Claims for damages and/or any other provisions of this contract Or otherwise, and whether the date of completion has or has not Elapsed, by notice in writing absolutely determine the contract & The security deposit shall be forfeited.

CLAUSE 4 Time and Extension for Delay

The time allowed for execution of the Works as specified or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall

Commence from the Office-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work aforesaid, SPA shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

- 4.1 Request for extension of time, to be eligible for consideration, shall be made by the Contractor to the Engineer-in-Charge in writing.
- 4.2 In any such case the Director SPA may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Director and this shall be binding on the contractor.

CLAUSE 5 Measurements of Work Done

Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorised representative is not available at the work of recording measurements is suspended by the Engineer-in-charge or his representative, the Engineer-in-charge and the Department shall not entertain any claim from contractor for ^{any} loss or damage on this account. If the contractor ^{or his} authorised representative does not remain present at the time of such measurement after the contractor or his authorised representative has been given a notice in writing three(3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance labour and other things necessary for measurements and recording levels



CLAUSE 6

Payment on
intermediate
certificate to be
regarded as
advances

No payment shall be made for work, estimated to cost Rs. Twenty Thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in triplicate on or before the date of every month fixed for the same by the Engineer-in-charge. In the event of the failure of the contractor to submit the bills, Engineer-in-charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor.

Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided. Without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

CLAUSE 7

When the annual repairs and maintenance of work carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-charge shall give ten days notice in writing to the contractor.

CLAUSE 8

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications.

CLAUSE 9

Deviations/
Variations Extent
and Pricing

The Engineer-in-charge shall have power (i) to make alteration in omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the work in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any

altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided

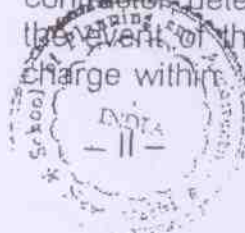
9.1.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-charge.

9.1.2 Rates for such altered, additional or substituted work shall be determined by the engineer-in-charge as follows:

- i) If the rate for altered, additional or substituted item of work is specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more schedules or quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedule of quantities.
- ii) If the rate for any altered, additional or substituted items of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.

9.1.3 If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-
paras(i) to(ii)above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-charge within the stipulated period of time, the rate which he



proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate(s).

CLAUSE 10

Cancellation of Contract in full or part

If contractor

- i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-charge; or
- ii) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge; or
- iii) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge; or
- iv) shall offer or give or agree to give any person in S.P.A. service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for S.P.A. or
- v) shall enter into a contract with S.P.A. in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority /Engineer-in-charge; or
- vi) shall obtain a contract with S.P.A. as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- vii) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignments of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of creditors; or
- viii) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- ix) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- x) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise

parts with the entire works or any portion thereof without the prior written approval of the accepting Authority. The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to S.P.A., by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

The Engineer-in-charge shall on such cancellation by the Accepting Authority have powers to:

- a. take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- b. carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the Engineer-in-charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by S.P.A. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by S.P.A. in completing the works or part of the works or the excess loss or damages suffered or may be suffered by S.P.A. as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to S.P.A. in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implement temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with provisions of the contract.

Any sums in excess of the amounts due to S.P.A. and unsold materials, constructional plant etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by S.P.A. of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

CLAUSE 11 Suspension of work

- 1.

The contractor shall, on receipt of the order in writing of the Engineer-in-charge, (whose decision shall be final and binding on the contractor) suspend the progress of the



works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons

- a) on account of any default on the part of the contractor or,
- b) for proper execution of the works or part thereof for reasons other than the default of the contractor, or
- c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf, by the Engineer-in-charge.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

- a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- b) If the total period of all suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

CLAUSE 12

Action in case
Work not done
as per
Specification

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorised subordinates in charge of the work and all the superior officers; officer of the Quality Control Organization of the Department and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to

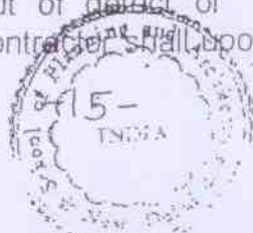
the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorised subordinates in-charge of the work or to the Officer-in-charge of Quality Control or his subordinate officers or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for execution of the work which are unsounded or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained of not with standing that the same may have been passed, certified and paid forth with rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bills of the items is so acceptable without detriment to the safety and utility of the safety and utility of the item and the structure or he may reject the work outright without any payment and re-executed at the risk and cost of the same will be final and binding on the contractor.

CLAUSE 13
Contractor Liable
For Damages,
defect during
maintenance
period

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 3 months after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall, upon receipt of a notice in writing on that behalf



make the same good at his own expense or in default of the Engineer-in-charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit. The security deposit of the contractor which is governed by sub-para(iii) of clause 35 shall not be refunded before the expiry of three months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

CLAUSE 14
Labour Laws to
be complied by
the contractor

The contractor shall obtain a valid license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulation & Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 14 a

No labour below the age of eighteen years shall be employed on the work.

CLAUSE 14 b

In respect of all labour directly or indirectly employed in the work for the performance the contractor's part of this contract shall at his own expense arrange for the safety provisions as per standard. Safety Code framed from time to time and shall his own expense provide necessary facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs. 200/- for each default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 15
Minimum Wages
Act to be
Complied with

The contractor shall comply with all provisions of the Minimum wages act, 1948, and Contract Labour (Regulation & Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 16
Work not to be sublet.
Action in case of Insolvency

The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe,

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gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of S.P.A. in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge on behalf of the Director of SPA shall have power to adopt any of the courses specified hereof as he may deem best suited to the interest of S.P.A. and in the event of any of these courses being adopted the consequences specified in the said clause shall ensue.

CLAUSE 17

All sums payable by way of compensation under of these conditions shall be considered as reasonable compensation to be applied to the use of SPA without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 18

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 19

Settlement of disputes & Arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the contractors considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decisions given in writing by the Engineer-in-charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Director in writing or written instruction or decision. There upon the Director will give his written instructions or decision. Within a period of 3 month from the receipt of the contractor's letter. The decision of the Director shall be final and binding.



CLAUSE 20
Action where no
Specifications are
specified

- i) In the case of any class of work for which is no such specifications as referred to in clause 8, such work shall be carried out in accordance with the Bureau of Indian Standards, specifications in case there is no such specification in BIS, the work shall be carried out as per manufacturers specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirement of the Engineer-in-charge.

CLAUSE 21
Departmental water
Supply, if available

Water if available may be supplied to the contractor by the department subject to the following conditions:-

- i) The water charges @ 1% shall be recovered on gross amount of the work done.
- ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water and at his/their own cost in the event of any temporary break down in the S.P.A. water main, No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 22
Employment of Technical
Staff & employees

- i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

CLAUSE 23
Levy/Taxes payable
By Contractor

- i) Sales Tax or any other tax on materials in respect of this contract shall be payable by the contractor and SPA shall not entertain any claim whatsoever in this respect.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the SPA and

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does not any time become payable by the contractor to the state Government / local authorities in respect of any material used by the contractor in the works then in such a case, it shall lawful to the S P A and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor

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CLAUSE 24
Termination of contract
on death of contractor

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Registrar on behalf of the Director of SPA shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 25
Apprentices Act
Provision to be
Complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Director may, in his discretion, cancel the contract. the contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

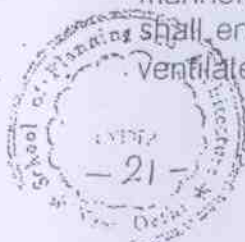
CLAUSE 26
Release of security
Deposit after labour
Clearance

Security deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 6 months after completion of the work and/or no communication is received from the Labour Officer to this effect till 6 months after the date completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released. Otherwise due.



1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra man door shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90cm.(3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof of the only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m(12ft) above ground level or floor level, they should be closely boarded, should have adequate width and should be 90cm.(3ft)
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m.(30ft) in length while the width between side rails including 3 m.(10ft) in length. For longer ladders this width should be increased at least $\frac{1}{4}$ " for each additional 30cm. (1ft) of length. Uniform step spacing of not more than 30cm be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

5. Excavation and Trenching- All trenches 1.2 (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30m (100ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90cm (3ft) above the surface of the ground. The side of the trenches which are 1.5m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
6. Demolition- Before any demolition work is commenced and also during the progress of the work,
- All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
7. All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided,
- Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
 - The engaged in welding works shall be provided with welder's protective eye shields.
 - Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that manhole covers are opened and ventilated atleast for an hour before the workers



are allowed to get into the manholes, and manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to:-

- a) Entry for workers into the line shall not be allowed except under supervision of the Engineer-in-charge or any other higher officer.
- b) At least 15 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
- c) Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
- d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
- e) Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for

portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapor proof and of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammables gas that might be present.

- l) The worker engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.
 - m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the-sewer immediately and adequate medical aid should be provided to him.
 - p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
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- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken -
 - a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.

9. An additional clause (viii), the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:



- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (v) Overall shall be worn by working painters during the whole of working period.
 - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of SPA.
 - (viii) SPA may require, when necessary medical examination of workers.
 - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -
- i. (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

- iii. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- iv. In case of departmental machines, the safe working load shall be notified by the Engineer-in-charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Engineer concerned.

- 12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-charge of the department or their representatives.
- 16. Notwithstanding the above clauses from (1) to (15) there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

